

**EXHIBIT A**

**PROPOSED ORDER**

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW HAMPSHIRE

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*In re:* : Chapter 11  
:  
GT ADVANCED TECHNOLOGIES INC., *et al.*, : Case No. 14-11916-HJB  
:  
Debtors.<sup>1</sup> :  
:  
: Jointly Administered  
:  
: RE: Docket No. \_\_\_\_  
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**ORDER GRANTING DEBTORS' MOTION, PURSUANT TO BANKRUPTCY  
CODE SECTIONS 105(a) AND 365(a), FOR ENTRY OF ORDER AUTHORIZING  
DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES *NUNC PRO TUNC* TO PETITION DATE**

Upon the motion (the "Motion")<sup>2</sup> of GT Advanced Technologies Inc. ("GT") and its affiliated debtors as debtors in possession (collectively, "GTAT" or the "Debtors") for entry of an order, pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, authorizing GTAT to reject the executory contracts and unexpired leases listed on Schedule 1 attached hereto, *nunc pro tunc* to the Petition Date, all as more fully described in the Motion; and upon consideration of the First Day Declaration and the Supplemental First Day Declaration; and it appearing that the relief requested is in the best interests of GTAT's estates, its creditors and other parties in interest; and this Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being

<sup>1</sup> The Debtors, along with the last four digits of each debtor's tax identification number, as applicable, are: GT Advanced Technologies Inc. (6749), GTAT Corporation (1760), GT Advanced Equipment Holding LLC (8329), GT Equipment Holdings, Inc. (0040), Lindbergh Acquisition Corp. (5073), GT Sapphire Systems Holding LLC (4417), GT Advanced Cz LLC (9815), GT Sapphire Systems Group LLC (5126), and GT Advanced Technologies Limited (1721). The Debtors' corporate headquarters are located at 243 Daniel Webster Highway, Merrimack, NH 03054.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion being adequate and appropriate under the particular circumstances; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Agreements listed in Schedule 1 hereto, are deemed rejected, *nunc pro tunc* to the Petition Date.
3. Nothing in this Order or the Motion shall be construed as prejudicing any rights GTAT may have to assert claims in future pleadings related to the Agreements, including that the Agreements were voidable or terminable.
4. Nothing in this Order or the Motion shall be construed as prejudicing any rights GTAT may have to dispute or contest the amount of or basis for any claims asserted against GTAT arising in connection with the rejection of the Agreements or as an admission as to the validity or priority of any claim against GTAT.
5. The requirement set forth in LBR 7102(b)(2) that any motion filed shall have an accompanying memorandum of law is waived.
6. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).
7. GTAT is authorized and empowered to take all actions necessary to implement the relief granted in this Order.

8. This Court retains jurisdiction with respect to all matters arising from or related to the interpretation, implementation, or enforcement of this Order.

Dated: \_\_\_\_\_, 2014  
Manchester, NH

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HONORABLE HENRY J. BOROFF  
UNITED STATES BANKRUPTCY JUDGE

**SCHEDULE 1 TO ORDER**

**REJECTED AGREEMENTS<sup>1</sup>**

Name and Address of Counterparty	Description of Agreement
APPLE INC. 1 INFINITE LOOP CUPERTINO, CA 95014 ATTN: JESSICA L. FINK, SENIOR RESTRUCTURING COUNSEL ATTN: DUO PASMOOIJ, VICE PRESIDENT, OPERATIONS	MASTER DEVELOPMENT AND SUPPLY AGREEMENT BETWEEN APPLE INC. AND GTAT CORPORATION, #C56-13-02947, DATED OCTOBER 31, 2013
	STATEMENT OF WORK #1 TO THE MASTER DEVELOPMENT AND SUPPLY AGREEMENT BETWEEN APPLE INC. AND GTAT CORPORATION, #C56-13-02947, DATED OCTOBER 31, 2013
	PREPAYMENT AGREEMENT BETWEEN APPLE INC. AND GTAT CORPORATION, #C56-13-03457, DATED OCTOBER 31, 2013
	MEMBERSHIP INTEREST PLEDGE AGREEMENT BETWEEN APPLE INC. AND GTAT CORPORATION, #C56-13-03451, DATED OCTOBER 31, 2013
	MASTER EQUIPMENT PURCHASE AGREEMENT BETWEEN APPLE INC. GTAT CORPORATION, AND GT ADVANCED TECHNOLOGIES LIMITED, #C56-13-02494, DATED OCTOBER 31, 2013
	EQUIPMENT LEASE BETWEEN APPLE INC. AND GT ADVANCED EQUIPMENT HOLDING LLC, #C56-13-03455, DATED OCTOBER 31, 2013
	INTELLECTUAL PROPERTY AGREEMENT BETWEEN APPLE INC., GTAT CORPORATION, GT ADVANCED TECHNOLOGIES LIMITED, GT SAPPHIRE SYSTEMS HOLDING LLC, GT SAPPHIRE SYSTEMS GROUP LLC, #C56-13-03388, DATED OCTOBER 31, 2013
	CONDITIONAL ASSIGNMENT BY GTAT CORPORATION IN FAVOR OF APPLE INC., #C56-13-03456, DATED OCTOBER 31, 2013
	SECURITY AGREEMENT BETWEEN APPLE INC. AND GTAT CORPORATION, #C56-13-03453, DATED OCTOBER 31, 2013
	SECURED GUARANTY BETWEEN GT ADVANCED EQUIPMENT HOLDING LLC FOR THE BENEFIT OF GTAT CORPORATION AND IN FAVOR OF APPLE INC., #C56-13-03450, DATED OCTOBER 31, 2013
	CONFIDENTIALITY AGREEMENT (MUTUAL), BETWEEN APPLE INC. AND GTAT CORPORATION, DATED AUGUST 24, 2012
	APPLE RESTRICTED PROJECT AGREEMENT BETWEEN APPLE INC. AND GTAT CORPORATION, DATED OCTOBER 31, 2013
	APPLE RESTRICTED INFORMATION AGREEMENT BETWEEN APPLE INC. AND GTAT CORPORATION, DATED OCTOBER 31, 2013

<sup>1</sup> To the extent the Court determines that any of the Agreements are not subject to rejection under section 365(a) of the Bankruptcy Code, this Order shall be deemed not to apply to such Agreements, and the Debtors' and Apple's rights with respect thereto shall be fully preserved.